

**PURCHASE AND SALE AGREEMENT****1. DATES AND PARTIES**

This Agreement is made the 9<sup>th</sup> day of October, 2018, between Jon R. Tyson and Lynn C. Tyson, with a mailing address of 1040 Old Market Road, West Stockholm, New York 13696, hereinafter called "Sellers" and Katie J. Miller, with a mailing address of 611 Mud Lick Road, Cynthiana, Kentucky, 41031, hereinafter called "Buyer."

Seller's Phone # 855.353.6135 Buyer's Contact Phone # ( )

**2. PROPERTY DESCRIPTION**

Sellers agree to convey to Buyer, and Buyer agrees to purchase from Sellers the following described real estate, together with all buildings and improvements thereon: property located at 1040 Old Market Road, Town of Stockholm, County of St. Lawrence and State of New York, with a current tax map number of: 43.003 2 28.1.

For a more complete description of said parcel, reference is made to deed recorded in St. Lawrence County Clerk's office under Instrument No. 2004-12247.

**3. PRICE AND ESCROW**

The purchase price for the parcel is One Hundred Ten Thousand and no 00/100 (\$110,000.00) Dollars, which shall be paid by Buyer to Seller as follows:

- a. Cash deposit of \$1,000.00 tendered to Seller's attorney upon buyer's signature on agreement to be held in escrow pending the closing and to be applied against the purchase price at closing.
- b. Additional cash deposit which must be received \$0.00.
- c. Balance due at closing \$109,000.00 in cash or certified funds.

**4. CLOSING**

Closing shall be made at the office of Buyer's attorney or bank on or before November 14, 2018, or as soon thereafter as abstracts can be brought up to date and a fixed closing date can be set, but in no event later than sixty (60) days after the scheduled closing date unless this Agreement is extended in writing by all parties hereto.

**5. POSSESSION**

Buyer agrees to allow Seller to occupy the premises post-closing until November 16, 2018.

**6. TITLE AND ABSTRACT**

Seller is to convey the premises free and clear of all liens and encumbrances excepting, however, existing building or zoning restrictions, ordinances, easements of record, utility easements, and easements, restrictions of uses and any state of facts a physical inspection of the property may disclose. Title shall be good and marketable. Seller is to deliver to Buyer's attorney, at least ten (10) days prior to closing date, a forty-year abstract of title certified down to date and ten year tax search at Seller's expense.

If title to the premises is found to be defective in the opinion of the Buyer's attorney, Seller shall have thirty (30) days after receipt of written notice within which to cure the purported defects. At time of closing, title is to be conveyed by warranty deed with lien covenant, unless otherwise specified herein.

**7. SURVEY**

If a survey is necessary solely because of the requirements of the Buyer's Lender, Buyer shall pay for the survey.

**8. ADJUSTMENTS**

All taxes, water and sewer assessments, rents and fuels remaining on the premises are to be pro-rated as of closing. State, County and Town taxes shall be adjusted and apportioned on a calendar year beginning January 1 and ending December 31. School taxes shall be adjusted and apportioned for the fiscal year beginning July 1 and ending the following June 30, and Village taxes, if any, shall be adjusted and apportioned for the fiscal year beginning June 1 and ending the last day of May following or as otherwise provided by law.

**9. INCLUSIONS**

All plumbing, heating and lighting fixtures and systems appurtenant thereto, as well as built-ins, antennas, fire, smoke or burglar alarms, mailboxes, flagpoles, and other permanent fixtures, and all trees, shrubs and plantings now in or on the premises, unless specifically excluded from this Agreement are to become the property of the Buyer and are included in the purchase price subject to the express terms of this Agreement. None of these articles shall be removed from the premises by the Seller after the signing of this Agreement. Seller warrants that Seller has good legal title free and clear of all liens and encumbrances to all of these articles, or has stipulated that such are rental items.

The following personal property is also included in the purchase price \_\_\_\_\_

The following are rental items: \_\_\_\_\_

Prior to closing, all other personal property not included in the sale shall be removed from the premises by Seller or Seller's agent, at Seller's expense.

**10. DAMAGE OR LOSS**

The parties agree that the provisions of the Uniform Vendor and Purchaser Risk Act (New York General Obligations Law, 5-1311) shall govern the risk of loss in the event the premises or any part thereof are destroyed by fire or other casualty or taken for public use prior to the closing of this transaction.

**11. DEFAULT**

In the event the Seller is unable to give good and marketable title, or violate or fail to fulfill and perform any of the terms and conditions of this Agreement, Buyer shall have the option of taking such title as Seller can give without reduction of purchase price, or of being repaid all monies by Buyer and held in escrow as part of the purchase price, in which case Buyer shall be released from all liability and this Agreement shall become null and void. Should Buyer fail to make additional payments as specified in Paragraph numbered "3", or violate or fail to fulfill and perform any of the terms and conditions of this Agreement, all deposits and other sums paid by Buyer may be retained by Seller, either on account of the purchase price or as liquidated damages for such breach, as Seller may elect, and in the latter event, Seller shall be released from all liability and this Agreement shall be null and void. Seller's waiver of one breach of any covenant of this Agreement shall not be construed as a waiver of any subsequent breach.

## 12. REPRESENTATION

It is understood that Buyer has inspected the property and that the Buyer has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation made by an agent of Seller, however, Seller affirms that Seller has disclosed any and all known latent defects in the structure or operation of the premises. Buyer has agreed to purchase it in its present condition "as is" unless specified herein. All appliances shall be sold "as is." The Seller agrees to maintain the grounds and the improvements and the buildings thereon in the same condition as prevails at the time of the signing of this Agreement, reasonable wear and tear excepted. Buyer affirms that Buyer is aware of all zoning restrictions that would be applicable to this property.

## 13. WHOLE AGREEMENT

This Agreement contains the whole Agreement between the Seller and the Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale, except as set forth or referred to herein. Any changes or additions to this Agreement must be made in writing and executed by the parties hereto.

## 14. RECORDING

This Agreement shall not be recorded in the St. Lawrence County Clerk's office or in any other office of public record.

## 15. ASSIGNMENT

This Agreement shall be binding upon the respective heirs, executors, administrators, distributees, successors and assigns of the parties hereto.

## 16. OPTIONAL CLAUSES. THE FOLLOWING CLAUSES ARE PART OF THIS AGREEMENT ONLY IF THEY ARE COMPLETED.

a. XX This is a cash offer. Buyer shall provide proof of funds upon signing this Agreement.

b. XX This Agreement is contingent on Jon R. Tyson obtaining approval from the United States Bankruptcy Court for the Northern District of New York on or about November 13, 2018.

c.        This Agreement is contingent upon Buyer obtaining mortgage(s) totaling 90.0 % of the purchase price (        a fixed rate not to exceed        %) (        an initial variable rate not to exceed        %) (        prevailing rate amortized over not more than 30 years). Buyer agrees to pay no more than 0 points to Lender. Buyer shall, within        business days of this Agreement prepare and file a good faith application for a mortgage with a bona fide lending institution.

d.        Sale of this property is contingent upon the Buyer securing a binding purchase offer on their property located at        on or before       . Buyer agrees to submit proof of listing contract or purchase offer if requested by Seller.

e.        Should Seller receive another purchase offer: (of a sale with no contingencies, or the only contingency from the new Buyer being the procurement of a mortgage), Seller may give this Buyer written notice by Certified mail within 48 hours of Seller's receipt of said offer. Buyer shall have 48 hours from receipt of such notice within which to remove in writing the contingency as set forth in this Agreement, or Seller may, at his or her option, terminate this agreement after said 48 hours.

f. XX Buyer may walk through the subject property no later than 3 business days after the acceptance of this Agreement by Seller and again within 3 days of Seller's vacating the premises post-closing for the sole purpose of determining that there have been no material changes to the condition of the property.

g. XX This offer to purchase is contingent upon results satisfactory to Buyer or Buyer's lender of a home inspection, including, but not limited to: structure, electrical, heating, plumbing, and all other home related systems, and water testing. The inspection is to be arranged and paid for by the buyer. Said inspection is to take place within 10 days of signed acceptance by Seller of this Agreement, with any intent by Buyer to withdraw from this agreement based upon this contingency to be delivered in writing to Seller or Seller's agent within 12 business days of the date of said unsatisfactory report. If Buyer does not provide notice of intent to withdraw from this Agreement, Buyer accepts the property "AS IS" with any defects noted in the inspection report.

**17. TIME LIMIT**

This offer is good until October 15th, 2018, at noon.

**18. LEGALLY BINDING**

**THIS IS A LEGALLY BINDING DOCUMENT WHEN SIGNED. IT IMPOSES SPECIFIC LEGAL OBLIGATIONS AND GIVES SPECIFIC LEGAL RIGHTS TO BOTH BUYER AND SELLER. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR ANY PORTION OF IT, YOU SHOULD CONSULT AN ATTORNEY BEFORE SIGNING.**

This contract may be executed in counterparts, that is, a binding agreement shall exist when each party has executed a copy of the contract, even if not the same copy. Signatures provided via facsimile or electronically shall be considered original for the purpose of forming a binding contract.

Date: October \_\_\_\_, 2018

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Katie J. Miller

\_\_\_\_\_  
Buyer

**ACCEPTANCE**

Date: October 9, 2018

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jon R. Tyson

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Lynn C. Tyson

\_\_\_\_\_  
Seller

**Seller's attorney:** Lekki Hill Duprey & Bhatt, PC, Mathew P. Duprey, Esq. Tel.: (315) 386-4583  
21 Court Street, Canton, NY 13617 Fax: (315) 386-2365

f. XX Buyer may walk through the subject property no later than 3 business days after the acceptance of this Agreement by Seller and again within 3 days of Seller's vacating the premises post-closing for the sole purpose of determining that there have been no material changes to the condition of the property.

g. XX This offer to purchase is contingent upon results satisfactory to Buyer or Buyer's lender of a home inspection, including, but not limited to: structure, electrical, heating, plumbing, and all other home related systems, and water testing. The inspection is to be arranged and paid for by the buyer. Said inspection is to take place within 10 days of signed acceptance by Seller of this Agreement, with any intent by Buyer to withdraw from this agreement based upon this contingency to be delivered in writing to Seller or Seller's agent within 12 business days of the date of said unsatisfactory report. If Buyer does not provide notice of intent to withdraw from this Agreement, Buyer accepts the property "AS IS" with any defects noted in the inspection report.

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Date: October 10, 2018

Mary Kay Handwerker  
Witness

Katie J. Miller  
Katie J. Miller Buyer  
Katie J. Miller

#### ACCEPTANCE

Date: October     , 2018

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jon R. Tyson Seller

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lynn C. Tyson Seller

Seller's attorney: Lekki Hill Duprey & Bhatt, PC, Mathew P. Duprey, Esq.  
21 Court Street, Canton, NY 13617

Tel.: (315) 386-4583  
Fax: (315) 386-2365

Buyer's attorney: Henry J. Leader, Esq., Case & Leader, LLP  
107 E. Main Street, P.O. Box 13, Gouverneur, NY 13642

Tel: (315) 287-2000  
Fax: (315) 287-2002